

Emailed 4/5/12
JW

ARAMARK Agency Letter

Drake Staffing LLC

[Please Insert Name of Agency] ("Agency")

April 2, 2012

RE: Private Marketplace for Services of ARAMARK Food and Support Services Group, Inc.

Dear Sir or Madam:

This letter is to inform you that **ARAMARK Food and Support Services Group, Inc.** ("ARAMARK") will be establishing a private, on-line marketplace for its procurement of independent contractor services ("ARAMARK's Marketplace") and would like **Agency** to participate in the ARAMARK's Marketplace by providing information on its services and/or contractors ("Services") and agreeing to the terms of participation set forth in this letter agreement ("Agreement"). This Agreement describes the general terms and conditions under which Agency may participate in the ARAMARK's Marketplace, and access the ARAMARK's Marketplace and bid to perform Services for ARAMARK. IQNavigator, Inc. ("IQN") has been engaged by ARAMARK to develop, maintain and operate ARAMARK's Marketplace via IQN's proprietary software system (the "IQN System"). As a part of the ARAMARK's Marketplace, IQN will be creating a proprietary electronic information database containing supplier information relating to the services and contractors offered to ARAMARK by each of ARAMARK's suppliers ("Agency Database"). ARAMARK requests Agency to provide IQN with information for use in the Agency Database relating to Agency, Agency's personnel, Agency's offerings, the Services that Agency offers to ARAMARK and any other information provided to IQN in connection with this Agreement or the ARAMARK's Marketplace (collectively, the "Agency Information"). By signing this Agreement and/or otherwise providing any Agency Information to IQN and/or otherwise participating in ARAMARK's Marketplace, Agency agrees to the terms and conditions contained in this Agreement. In consideration of Agency utilizing ARAMARK's Marketplace, ARAMARK shall be a third party beneficiary under this Agreement.

ARAMARK and IQN have Agency's permission to convert the Agency Information into an electronic form for the purpose of creating the Agency Database, and Agency hereby grants to ARAMARK and IQN a worldwide, non-exclusive, royalty-free license to use, incorporate, translate, restructure, modify, make derivative works of, copy, publicly perform and display, and distribute the Agency Information in the Agency Database as part of and otherwise as needed to operate the ARAMARK's Marketplace. Agency has obtained all required rights, authorizations and licenses to allow IQN and ARAMARK to use and display the Agency Information as reasonably necessary. The Agency Information provided to ARAMARK or IQN, or any portion of such Agency Information, may be used solely for purposes of ARAMARK's Marketplace and for IQN preparing reports on an aggregated, non-personally identifiable basis for performance metrics and benchmarking purposes. Agency is solely responsible for the accuracy, quality, integrity, and reliability of all Agency Information. Agency represents and warrants that all Agency Information supplied to ARAMARK or IQN (a) is accurate and does not, and ARAMARK's or IQN's use thereof (as provided herein) shall not, violate any intellectual property rights or other rights of a third party, (b) is not unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane or otherwise objectionable, and (c) does not violate any local, state or federal law or regulation. Agency further represents and warrants that it is compliant with applicable data protection and labor laws and has obtained all necessary consents to the disclosure of any personal data to IQN or ARAMARK.

(e) IQN owns and will retain all rights in and to the IQN Property and Agency will not obtain any rights in any of the technology used to create the Agency Database, including electronic formats, design tools, and authoring tools that ARAMARK or IQN uses in converting the Agency Information into the Agency Database, and/or any related software, documentation, and methodologies used by ARAMARK or IQN to develop, maintain and operate the ARAMARK's Marketplace. All rights not expressly granted to Agency under this Agreement are reserved by IQN.

(f) Each party acknowledges that it may be exposed to certain information of the other party that the other party designates to be confidential or proprietary in nature, including, without limitation, in the case of Agency, the Agency Information, and in the case of IQN, the IQN Property, Agency Database and Marketplace ("Confidential Information"). The party receiving Confidential Information ("Receiving Party") from the other party ("Disclosing Party") (a) will not disclose the Confidential Information of the Disclosing Party to any third party, except for the employees or contractors of the Receiving Party having a need to know such Confidential Information for the purposes of this Agreement and who have been notified that the information is the Confidential Information of the Disclosing Party and who are obligated to maintain such information and in strict confidence and refrain from using the same other than in for the purposes of this Agreement and (b) shall use the Confidential Information of the Disclosing Party solely for the purposes of this Agreement. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature, but with no less than reasonable care. The Receiving Party's obligations under this paragraph shall not apply with respect to any information: (i) disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (ii) that was rightfully and demonstrably in the Receiving Party's possession prior to first receiving it from the Disclosing Party, (iii) the Receiving Party can demonstrate was developed by it independently and without use of or reference to the Disclosing Party's Confidential Information; or (iv) that, through no fault of the Receiving Party, is or becomes, generally available to the public. The Receiving Party may disclose the Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or as required by law, provided that the Receiving Party notifies the Disclosing Party prior to such disclosure and discloses only that information that is legally required to be disclosed. Notwithstanding the foregoing, IQN may collect, use and distribute aggregated, anonymous, statistical data based on the ARAMARK's Marketplace for any purpose not otherwise inconsistent with this Agreement.

(g) ARAMARK and/or IQN may terminate the rights of Agency to participate in the ARAMARK's Marketplace and/or access or use the IQN System upon written notice to Agency. Agency may terminate the rights to use the Agency Information in the ARAMARK's Marketplace (but not the indemnity obligation hereunder, which shall survive termination) upon written notice to ARAMARK and IQN, provided, however, Agency acknowledges that any such termination shall make Agency ineligible to participate in ARAMARK's Marketplace. Upon termination for any reason, Agency will immediately destroy all Access Information and any Confidential Information of IQN or ARAMARK then in the possession or control of Agency (including all copies thereof).

(h) Unless otherwise notified by IQN, Agency acknowledges and agrees that the IQN System will issue and send an electronic invoice in the name of Agency to ARAMARK and Agency shall not provide any invoices to ARAMARK for the services that are processed via the IQN System. Each invoice will contain expenditures that have been entered by the Agency and approved by ARAMARK.

(i) Agency agrees to defend, indemnify and hold harmless IQN and ARAMARK from and against any third party claims arising out of or related to any breach of this Agreement by Agency and/or any act or omission of Agency, its agents, representatives or employees in connection with this Agreement, and will pay all related losses, liabilities, damages, and expenses (including reasonable attorneys' fees) on such claims.

(j) Agency may not assign or delegate this Agreement or any of Agency's rights or obligations under this Agreement without the prior written consent of IQN and ARAMARK. Any purported assignment in violation of the foregoing will be null and void.

(k) This Agreement shall be governed by and construed in accordance with the laws of the commonwealth of Pennsylvania in the United States of America and the parties hereby submit to the exclusive jurisdiction of courts in the county of Philadelphia, Pennsylvania, USA.

Please indicate your acceptance of the terms of this Agreement by signing below and returning it to the following address:

IQNavigator, Inc.
c/o Contract Administration
6465 Greenwood Plaza Blvd Suite 800
Centennial, CO 80111

Sincerely,

IQNavigator, Inc.

By the signature below of an authorized representative of Agency, Agency acknowledges receipt and understanding of this letter and agrees to the terms expressed therein.

Agency: Drake Staffing
By: Greg Price
Name: Greg Price
Title: C. E. O.
Date: 4/5/12